

ITEL

RECORDATION NO. 8838-1 JUN 12 1979

JUN 12 1979

Rail Lease Division

June 11, 1979

INTERSTATE COMMERCE COMMISSION
Two Embarcadero Center
San Francisco, California 94111
(415) 955-0123
Telex 34234

RECORDATION NO. 8838-1 FILED 1425

Honorable H.G. Homme
Secretary

Interstate Commerce Commission

Washington, DC 20423

JUN 12 1979
INTERSTATE COMMERCE COMMISSION

9-163A044
JUN 12 1979
Date
Fee \$ 20.00

Dear Sir:

ICC Washington, D. C.

Enclosed for filing with and recording by the Interstate Commerce Commission is the original, one counterpart, two notarized copies and one photocopy of Amendment B (dated as of July 1, 1978) and the original, one counterpart, one notarized copy and two photocopies of Equipment Schedule No. 4 (dated as of October 10, 1978) between ITEL Corporation, acting through its Rail Division, Two Embarcadero Center, San Francisco, California 94111 and the Corinth & Counce Railroad Company, PO Box 128, Counce, Tennessee 38326.

Equipment Schedule No. 4 concerns the cars numbered CCR 6400-CCR 6799, both inclusive. The foregoing Lease Agreement was filed with the Interstate Commerce Commission on May 27, 1977 at 1:45 pm and assigned Recordation number 8838.

Also enclosed is our check in the amount of \$20., payable to the Interstate Commerce Commission, being the prescribed fee for filing and recording the foregoing documents.

Please return all copies of the enclosed that are not required by the Interstate Commerce Commission to David Schwartz, Esq. of Sullivan and Worcester, who will be delivering this letter on our behalf.

Sincerely,

Paul Willard

Paul Willard
Counsel

enclosures
PW/ac

RECEIVED
JUN 12 3 03 PM '79
I.C.C.
FEE OPERATION BR.

Michael J. Dwyer
David Schwartz

EQUIPMENT SCHEDULE No. 4.....

1. ITEL Corporation, Rail Division, successor in interest to SSI Rail Corp. ("SSI"), hereby leases, the following Boxcars to the Corinth & Counce Railroad Company ("Lessee") subject to the terms and conditions of that certain Lease Agreement ("the Agreement") dated as of April 29, 1977, as amended, and as further amended herein.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	Box, Steel	CCR6400- CCR 6799	50'6"	9'6"	11'2"	10'	400

With respect only to the Boxcars described on this Equipment Schedule No. 4, the Agreement is amended as follows:

2. SSI and Lessee agree that, as between themselves, Lessee, as first user of the Boxcars, shall be entitled to claim the benefits of any available Investment Tax Credit for Federal income tax purposes in connection with acquisition of the Boxcars bearing the identifying numbers CCR 6400 - CCR 6799 set forth on Equipment Schedule No. 4 to the Agreement. Such Boxcars shall be new equipment when delivered to Lessee hereunder and SSI agrees to execute such documents as may be required to permit Lessee to claim any Investment Tax Credits relating to such Boxcars.
3. The number "87.5 per cent" shall be substituted in section 6 A(i) for the number "90 per cent" each time it appears.
4. Section 6A(ii) is hereby amended by deleting such section in its entirety and substituting in lieu thereof the following:
- "6 A(ii) In the event utilization exceeds 87.5 per cent in any calendar year, SSI shall receive an amount equal to the SSI Base Rental plus an amount equal to one-half of the payments earned in excess of the SSI Base Rental, provided, however, that the amounts received by SSI shall, in no event exceed the amounts SSI would earn if the utilization were 90 per cent. For the purpose hereof, SSI Base Rental shall be an amount equal to the total payments for the calendar year multiplied by a fraction, the numerator of which is 87.5 per cent and the denominator of which is the utilization for such calendar year. (The above determination of SSI Base Rental insures that Lessee will, if utilization is greater than 87.5 per cent in any calendar year receive one-half of all the payments made by other railroads for use or handling of the Boxcars in excess of the SSI Base Rental up to a utilization of 90 per cent and all the payments made by other railroads for use or handling of the Boxcars for utilization greater than 90 per cent .)"
5. Except as expressly modified herein, all the terms and provisions of the Agreement shall remain in full force and effect.

ITEL CORPORATION
RAIL DIVISION

By: [Signature]
Title: President
Date: October 10, 1978

THE CORINTH & COUNCE
RAILROAD COMPANY

By: [Signature]
Title: President
Date: August 22, 1978

REGISTRATION NO. 8838-14

JUN 12 1979 - 3 00 PM

INTERSTATE COMMERCE COMMISSION

STATE OF ...Tennessee.....

COUNTY OF ..Hardin.....

On this .20th day of .October, 1978, before me personally appeared...C. W. Byrd.... to me personally known, who being by me duly sworn says that such person is .President. of The .Corinth & Counce Railroad, that the foregoing Amendment No.B... was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sherry House
Notary Public

STATE OF.....*California*.....

COUNTY OF.....*San Francisco*.....

On this day of *October*, 1978, before me personally appeared *Joseph M. Costello* to me personally known, who being by me duly sworn says that such person is *President* of Itel Corporation, Rail Division, that the foregoing Amendment No. *B*... was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

Beverly Leong
Notary Public

